



LEROY D. BACA, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
**4700 Ramona Boulevard**  
**Monterey Park, California 91754-2169**



June 24, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE LOS ANGELES  
COUNTY SHERIFF'S DEPARTMENT AND ANTELOPE VALLEY TRANSIT  
(3 VOTES)(ALL DISTRICTS)**

**SUBJECT**

The Antelope Valley Transit has requested to enter into an agreement for law enforcement services with the Los Angeles County Sheriff's Department (Department). The agreement would provide services in the amount of \$300,000 and one time start up costs of \$59,372. This agreement would have no negative impact on law enforcement services in the unincorporated areas within Los Angeles County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair of the Board to sign an agreement for law enforcement services with the Antelope Valley Transit, upon execution of the contract at an annual cost of \$300,000. This agreement shall be effective July 1, 2008, and shall remain in effect until June 30, 2013.
2. Authorize, under provisions of County Code Section 6.06.020, ordinance position authority for one (1) additional deputy sheriff generalist, with this position to be requested and formally established as part of the Department's Final Supplemental Changes for Fiscal Year 2008-09.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to gain your Board's approval for the Department to provide law enforcement services to the Antelope Valley Transit.

*A Tradition of Service*

### Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan Goal 8, Public Safety, by maintaining a law enforcement presence on the Antelope Valley Transit system throughout the County of Los Angeles. This agreement relates to the County's Strategic Plan Goal 4, Fiscal Responsibility. All Department costs are fully reimbursed by the Antelope Valley Transit.

### **FISCAL IMPACT/FINANCING**

There is no net County cost to this agreement. The Antelope Valley Transit shall pay the Department for said services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for the current fiscal year. The estimated cost of \$300,000 will offset the cost of implementing the agreement and providing service for the 2008-09 fiscal year. The Antelope Valley Transit will also fund a one time start up cost of \$59,372.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On April 8, 2008, the Antelope Valley Transit's Executive Director negotiated and executed an agreement with Los Angeles County for Sheriff's Department Transit Policing Services. The agreement will become effective July 1, 2008. The agreement shall continue for a five-year term, ending June 30, 2013.

The agreement with the Antelope Valley Transit requires additional Department staff. An Ordinance position authority for one (1) additional deputy sheriff generalist position, with this position to be requested and formally established as part of the Department's Supplemental Budget Changes for Fiscal Year 2008-2009, is required under provisions of County Code Section 6.06.020.

This agreement contains revised indemnification language indicating that any obligation to indemnify the Antelope Valley Transit does not arise until it has been finally determined by a competent judicial authority that indemnity is owed by the County. In addition, the indemnification language indicates that the County cannot be responsible for preventing crime or patrolling any specific location at any specific time except under a written schedule previously provided by the Antelope Valley Transit.

This agreement has been approved as to form by County Counsel.

The Honorable Board of Supervisors  
June 24, 2008  
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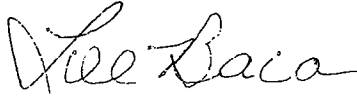
**IMPACT ON CURRENT SERVICES**

There is no anticipated impact on current law enforcement services in the unincorporated areas of Los Angeles County.

**CONCLUSION**

Upon approval by the Board please return five (5) adopted copies of this letter and four (4) original contracts to the Department.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA  
SHERIFF

**CONTRACT  
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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
& ANTELOPE VALLEY TRANSIT AUTHORITY**

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AUTHORITY-COUNTY  
LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only,  
July 01, 2008, is made by and between the COUNTY OF LOS  
ANGELES, hereinafter referred to as "County," and Antelope Valley Transit Authority, a  
joint powers authority organized under the laws of the State of California, hereinafter  
referred to as "Authority".

RECITALS:

(a) The Authority is desirous of contracting with the County for the performance of  
the law enforcement functions described herein by the Los Angeles County Sheriff's  
Department.

(b) The County of Los Angeles is agreeable to rendering such services on the  
terms and conditions set forth in this agreement.

(c) Such contracts are authorized and provided for by the provisions of Section  
56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2,  
Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1.0 CONTRACT AUTHORIZATION**

1.1 The County agrees, through the Sheriff of the County of Los Angeles, to  
provide transit law enforcement services to the Authority to the extent and in the  
manner hereinafter set forth.

1.2 Except as otherwise specifically set forth in this Agreement, such services  
shall only encompass duties and functions of the type coming within the jurisdiction  
of and customarily rendered by the Sheriff of the County of Los Angeles under the  
Charter of the County and the statutes of the State of California.

1.3 The Sheriff intends to exercise jurisdiction and provide law enforcement  
services, occurring on-board buses, related to the special policing concerns of the  
Authority. These duties include, but are not limited to the following: enforcement of  
transit fares, conducting investigations of vandalism, routine transit patrol, and  
general law enforcement activities related to public transportation within the limits  
of Los Angeles County and limited areas of neighboring counties related to the

Authority's bus lines.

## **2.0 ADMINISTRATION OF PERSONNEL**

2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Authority shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the Authority.

2.3 With regard to sections 2.1 and 2.2, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.4 All Authority employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Authority and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Authority employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the Authority and County.

2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the Authority while performing such service for the Authority, as long as the service is within the scope of this agreement and is a transit authority function.

2.6 The contracting Authority shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Authority. Except as herein otherwise specified, the Authority shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the

Authority.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL**

3.1 Supplemental transit law enforcement services performed hereunder may include, if requested by the Authority, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

3.2 Services performed hereunder and specifically requested by the Authority shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form (Attachment A).

3.3 A new SH-AD 575 Deployment of Personnel form shall be authorized and signed annually by the Authority and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.

3.4 Should the Authority request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 Deployment of Personnel form shall be signed and authorized by the Authority and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.

3.5 The most recent dated and signed SH-AD 575 Deployment of Personnel attached to this contract shall be the staffing level in effect between the County and the Authority.

3.6 The Authority is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

3.7 The Authority understands and agrees that the law enforcement services Provided hereunder are inadequate to accomplish patrolling or law enforcement at any particular location more than a few times a day or less. County shall have no

obligation to patrol or provide law enforcement at any location at any particular time(s) except under a schedule provided in advance by Authority to County. County shall have no obligation to provide law enforcement services as regards any particular crime except as particularly called to its attention by Authority or except as may be observed by County during the course of its regular providing of law enforcement services. Authority understands and agrees that the law enforcement personnel assigned under this Agreement are insufficient to deal with most instances of crimes except as may be encountered during County's regular providing of law enforcement services.

#### **4.0 PERFORMANCE OF CONTRACT**

4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment (except those equipment items identified as start up costs in Attachment B), communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the Authority may provide additional resources for the County to utilize in performance of the services.

4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said Authority, the same shall be supplied by the Authority at its own cost and expense.

4.4 At any future date, while this agreement is in effect, should the Authority obtain facility space available for use by the Sheriff's Department personnel performing duties for the Authority, both parties agree to meet and negotiate terms of use for said facility. The cost for the use of the facility shall be paid for by the Authority.

4.5 The Authority shall pay the amount of \$59,372.00 for start up equipment as itemized in Attachment B before the services mentioned in this agreement commence. If this agreement is terminated within the first four years, the County shall reimburse or credit the Authority an amount equal to the remaining value of the assets that are purchased under this section. The remaining value shall be calculated using the County's depreciation schedule for capital assets as



determined by the County Auditor-Controller.

## **5.0 INDEMNIFICATION**

5.1 Subject to the limitations stated in this article or elsewhere, County shall Indemnify and hold harmless Authority, and its member agencies, and their officers, directors, employees and agents (collectively, Indemnified Parties) from and against any and all liability, expense, claims, causes or action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of County) that are the direct and immediate consequence of a failure by County alone to perform a duty specifically stated herein.

5.2 Notwithstanding anything contained herein or stated elsewhere, County shall have no obligation or liability, including any obligation to indemnify or defend any Indemnified Party, (a) for a failure to prevent any crime or tortuous act, (b) for any injury, loss or damage caused directly or indirectly by a criminal or tortuous act or (c) for an injury, loss or damage caused by any means whatever except as the direct and immediate consequence of a failure by County alone to perform a duty specifically stated herein.

5.3 Authority understands and agrees that the law enforcement services provided hereunder are inadequate to accomplish patrolling or law enforcement at any particular location more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. LASD shall have no obligation to patrol or provide law enforcement at any specific location at any particular time(s) except under a written schedule provided in advance by Authority to LASD.

5.4 Notwithstanding anything contained herein, County's obligations hereunder to Authority or any Indemnified Party shall be limited by an immunity or freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to Authority and all Indemnified Parties.

5.5 Any obligation by County to provide indemnity hereunder shall not arise until

it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this article.

5.6 This indemnity shall survive termination of this Agreement and/or final payment thereunder.

5.7 Pursuant to Government Code Section 895.4, Authority shall fully indemnify and hold County, its officers and employees, harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission by Authority or any officer or any employee thereof under or in connection with any authority of jurisdiction delegated to Authority under this agreement.

5.8 County certifies that it is self-insured for all vehicle liability, general liability and worker's compensation exposure, for all claims that may arise resulting from the performance of this agreement.

## **6.0 TERM OF CONTRACT**

6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 01, 2008 and shall remain in effect until June 30, 2013.

6.2 At the option of the Board of Supervisors and with the consent of the Authority Board, this agreement may be renewable for successive periods not to exceed five years each.

## **7.0 RIGHT OF TERMINATION**

7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the Authority may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the Authority's notice to the County.

7.3 This agreement may be terminated at anytime, with or without cause, by

either party upon written notice given to the other party at least 180 days before the date specified for such termination.

7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

## **8.0 CONTRACT SUM**

8.1 The Authority shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.

8.2 The rates indicated in the SH-AD 575, Deployment of Personnel form shall be readjusted by the County Auditor-Controller annually effective July 1, of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.

8.3 The Authority shall be billed based on the service level provided within the parameters of the SH-AD 575, Deployment of Personnel form.

8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, Deployment of Personnel form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

## **9.0 PAYMENT PROCEDURES**

9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said Authority within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said Authority shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Authority shall provide County with written notice of the dispute including the invoice date, amount

and reasons for dispute within 10 days after receipt of the invoice.

The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the Authority on deposit with the County without giving further notice to Authority of County's intention to do so.

## **10.0 ENTIRE AGREEMENT**

10.1 This Agreement and Attachments A & B hereto, constitute the complete and exclusive statement of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the Authority and the County. The Sheriff or his designee is authorized by the County to execute supplemental agreements referenced in sections 3.0, 4.4, and 9.2 of this Agreement.

**AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES  
& ANTELOPE VALLEY TRANSIT AUTHORITY**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY of LOS ANGELES

YVONNE B. BURKE

ATTEST:  
SACHI HAMAI  
Executive Officer-Clerk  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_  
Chair, Board of Supervisors

By \_\_\_\_\_  
Deputy

ANTELOPE VALLEY TRANSIT AUTHORITY

By \_\_\_\_\_  
Randy Floyd, Executive Director

ATTEST:

By \_\_\_\_\_  
Gary Gross, General Council

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR.  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Council

## LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

Antelope Valley Transit AuthorityFISCAL YEAR: 2008 2009EFFECTIVE DATE: July 01, 2008

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	DEPUTY SHERIFF SERVICE UNIT				
	40 Hour One Dep	1.0000	0.0000	1.0000	
	56 Hour One Dep			0.0000	
	40 Hour Two Dep			0.0000	
	56 Hour Two Dep			0.0000	
	Non-Relief			0.0000	
	DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)				
	40 Hour One Dep			0.0000	
	56 Hour One Dep			0.0000	
	Non-Relief Tm Ldr			0.0000	
	Non-Relief Motor			0.0000	
	Non-Relief Motor Team Leader			0.0000	
	Canine Deputy			0.0000	
	MET Deputy			0.0000	
	GROWTH DEPUTY Non-Relief			0.0000	
	GROWTH DEPUTY, BONUS 1 Non-Relief			0.0000	
	GRANT UNITS (Non-Relief Only)				
	Deputy			0.0000	
	Deputy No Vehicle			0.0000	
	Deputy B-1			0.0000	
	Deputy B-1 No Vehicle			0.0000	
	Sergeant			0.0000	
	SUPPLEMENTAL POSITIONS (Non-Relief Only)				
	Sergeant			0.0000	
	Sergeant (Motor)			0.0000	
	Watch Deputy			0.0000	
	CSA With Vehicle			0.0000	
	CSA No Vehicle			0.0000	
	CSA * Hourly / With Vehicle			0.0000	
	CSA * Hourly / No Vehicle			0.0000	
	Law Enforcement Tech / No Vehicle			0.0000	
	Law Enforcement Tech with Veh use			0.0000	
	Operations Asst I			0.0000	
	Operations Asst II			0.0000	
	Operations Asst III			0.0000	
	Stn Clerk II			0.0000	
	Crime Analyst			0.0000	
	Custody Assistant			0.0000	
	Security Assistant			0.0000	
				0.0000	

PLEASE COMPLETE PAGE 2.

## HOURS OF SERVICE &amp; ESTIMATED CHARGES

## Antelope Valley Transit Authority

SERVICE UNITS			UNIT COST	UNIT CHARGES	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED		
DEPUTY SHERIFF SERVICE UNIT			226,965	1	226,965.00	2086	2,086	125,160	1.1670
40 Hour 1 Dep				0	0.00	2920	0	0	0.0000
56 Hour 1 Dep				0	0.00	4172	0	0	0.0000
40 Hour 2 Dep				0	0.00	5840	0	0	0.0000
56 Hour 2 Dep				0	0.00	1815	0	0	0.0000
Non-Relief				0	0.00				
DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)									
40 Hour 1 Dep				0	0.00	2086	0	0	0.0000
56 Hour 1 Dep				0	0.00	2920	0	0	0.0000
Non-Relief Tm Ldr				0	0.00	1815	0	0	0.0000
Non-Relief Motor				0	0.00	1815	0	0	0.0000
Non-Relief Tm Ldr Motor				0	0.00	1815	0	0	0.0000
Canine Deputy				0	0.00	1815	0	0	0.0000
Non-Relief				0	0.00	1815	0	0	0.0000
GROWTH DEPUTY Non-Relief				0	0.00	1815	0	0	0.0000
GROWTH DEPUTY, B-1 Non-Relief				0	0.00	1815	0	0	0.0000
GRANT UNITS (Non-Relief Only)									
Deputy				0	0.00	1815	0	0	0.0000
Deputy No Vehicle				0	0.00	1815	0	0	0.0000
Deputy B-1				0	0.00	1815	0	0	0.0000
Deputy B-1 No Vehicle				0	0.00	1815	0	0	0.0000
Sergeant				0	0.00	1815	0	0	0.0000
SUPPLEMENTAL POSITIONS (Non-Relief Only)									
Sergeant				0	0.00	1815	0	0	0.0000
Sergeant (Motor)				0	0.00	1815	0	0	0.0000
Watch Deputy				0	0.00	1815	0	0	0.0000
CSO With Vehicle				0	0.00	1815	0	0	0.0000
No Vehicle				0	0.00	1815	0	0	0.0000
Hourly / With Vehicle				0	0.00	1815	N/A	N/A	N/A
Hourly / No Vehicle				0	0.00	1815	N/A	N/A	N/A
Law Enforcement Technician				0	0.00	1815	0	0	0.0000
Law Enforcement Tech. with vehicle use				0	0.00	1815	0	0	0.0000
Operations Asst I				0	0.00	1815	0	0	0.0000
Operations Asst II				0	0.00	1815	0	0	0.0000
Operations Asst III				0	0.00	1815	0	0	0.0000
Station Clerk II				0	0.00	1815	0	0	0.0000
Crime Analyst				0	0.00	1815	0	0	0.0000
Custody Assistant				0	0.00	1815	0	0	0.0000
Security Assistant				0	0.00	1815	0	0	0.0000
Other				0	0.00	1815	0	0	0.0000
ESTIMATED COST FOR SERVICE UNITS **			\$ 226,965.00		HOURS		MINUTES	PERSONNEL	
Transit Services Bureau Commander			Date		DEPUTY 2,086		125,160	1.1670	
					DEPUTY, B-1 0		0	0.0000	
					SERGEANT 0		0	0.0000	
Foothill Transit			Date		SECURITY ASST 0		0	0.0000	
					CIVILIAN 0		0	SEE ABOVE	

REV: 5/08

## Additional Costs:

Supplemental Overtime Fund: \$73,035.00

Total Contract Cost: \$300,000